



## **PrioryPlan**

### **Terms and conditions**

PrioryPlan is a contract for the provision of specified dental services between you ('you') and Priory Dental, a trading name of Dr Ryan K Hughes. It cannot be transferred to a dentist at another dental practice.

Below we set out the 'conditions' of the contract with your dentist. These are very important and we strongly advise that you read them carefully and keep them in a safe place so that you can refer to them in the future, should you need to.

#### **1. Definition of terms used**

Unless the context otherwise requires, 'contract' means this PrioryPlan contract and the terms which you have signed; 'dentist' means your treating dentist; 'Priory Dental' is a trading name of Dr Ryan K Hughes providing dental services from the dental surgery at 29 Priory Road, Wells, Somerset BA5 1SU.

#### **2. Treatment to which you are entitled**

The contract entitles you to receive routine preventive dental care required to maintain your oral health which includes:

- A dental examination and scaling (undertaken by your dentist during the same appointment) at six (6) month intervals;
- Intra-oral radiographs (dental x-rays) required for diagnostic purposes.

#### **3. Treatment to which you are not entitled**

The contract does not entitle you to:

- Restorative treatment;
- Orthodontic appliance therapy ('braces');
- The provision, repair or replacement of dental implants and related superstructures;
- Any treatment needed as a result of a dental injury (an injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is directly caused suddenly and unexpectedly by means of a direct external impact);
- Sedation fees;
- Referral to a specialist or specialist treatment which is necessary in the reasonable opinion of your dentist;
- Extra-oral radiographs (x-rays) including dental panoramic tomography (DPT) and Cone-beam Computerised Tomography (CBCT);
- Any treatment not specified in condition 2 above.

#### **4. Prescriptions and laboratory charges**

The contract fee does not cover pharmaceutical items, prescription fees or laboratory fees reasonably charged by your dentist, which must be paid by you directly to your dentist.

#### **5. Changes to the monthly fee**

Your dentist will normally review your monthly fee annually and your fees may change in January in any year and at other times in exceptional circumstances. Should the fees change (for example, due to inflation, or increased material or practice running costs) you will be given at least thirty (30) days' written notice by letter or by email if consent given (correspondence sent to the payer's email address if provided or last known address by ordinary post will be treated as adequate written notice). If you are not happy with any change in the monthly fee, you have the right to terminate the contract by giving Priory Dental at least twenty-one (21) days' written notice, expiring on the last day of a calendar month, as detailed in condition 10.

#### **6. Treatment by another dentist**

The contract is with Dr Ryan K Hughes trading as Priory Dental. Priory Dental may arrange for another dentist or a locum to provide routine care on their behalf, and as such this will be covered by the contract. However, where you choose to have routine care or treatment provided by a practitioner independently of Dr Ryan K Hughes or Priory Dental, any associated costs will not be covered by the contract. Furthermore, where you are referred by your own dentist to a specialist, the costs will not be covered by this contract (see condition 3).

#### **7. Payment**

You must pay the monthly fee by Direct Debit in favour of GoCardless Ltd as collecting agent for Priory Dental. Where you are not the payer specified in the contract, you shall ensure that the payer pays any sums due by you under this contract. You agree that, when making any such payment, the payer acts as your agent and on your behalf. Any other amounts due to the dentist (e.g.

prescription fees, pharmaceutical items, laboratory charges or treatment not covered by the contract) are payable by you directly to the dentist and non-payment of such amounts will constitute a breach of the terms of the contract. Your liability to pay the monthly fee continues until the contract is ended in accordance with this contract (see condition 11).

#### 8. Direct Debit changes

Following a change in monthly fee, your Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the required notice period (see condition 5).

#### 9. Your responsibilities

You are responsible for keeping appointments made with your dentist and you must pay any 'missed appointment' fee should you fail to do so. You must ensure that you also attend your dentist for regular examinations, receive the treatment your dentist advises and you must promptly inform your dentist of any injury, problem or other material matter affecting your oral health; if you fail to ensure any of this you will be liable to pay any fee reasonably charged for treatment necessary to restore your oral health, which could otherwise have been avoided. If, in the reasonable opinion of your dentist, they are not able to maintain your oral health due to any act or omission on your part, your dentist may end the contract immediately by giving notice to that effect.

#### 10. Cooling off period

You may cancel the contract for any reason during the fourteen (14) days 'cooling off' period which starts on the contract start date or the date you receive the contract terms and conditions if this later. This 'cooling off' period will also apply from each renewal date.

#### 11. Cancellation

Following the cooling off period (see condition 10), after an initial period of twelve (12) months you may end the contract by giving not less than thirty (30) days' written notice to Priory Dental. Priory Dental may end the contract at any time by giving you two (2) months' written notice.

#### 12. Non-payment

##### Non-payment of one fee

If you fail to make a monthly payment Priory Dental will inform you accordingly and attempt to collect two payments in the following month.

##### Non-payment of two fees

If you fail to make two successive payments, Priory Dental will inform you that your contract has been cancelled.

#### 13. Variation of these conditions

If it is necessary to vary the conditions in this contract due to changes in the law, this can be done by Priory Dental giving you thirty (30) days' written notice. If you do not wish the contract to continue, having regard to any variation notified to you, you may end it as detailed in condition 10. If you do not do this by the time the notice of variation expires, you will be deemed to have accepted the variation.

#### 14. Contract not transferable

As the contract is with Priory Dental, you may not transfer it to another practice or dentist. If you need to change your dentist a new contract will be required. You are not entitled to assign or sub-contract any rights or obligations you may have under the contract to any other person.

#### 15. Treatment outside the contract

Nothing in this contract prevents you and Priory Dental agreeing that it will provide treatments outside your entitlement under the contract. You will be responsible for paying for such treatment and will be provided with a treatment plan and a breakdown of the anticipated treatments costs in advance of the treatments being undertaken. These fees will be charged according to the prevailing Priory Dental private treatment fee scale, which can be found at [www.priorydental.com/fees](http://www.priorydental.com/fees).

#### 16. Notices

Any notices given by Priory Dental shall be valid if sent to the payer's email address (if provided) or your last known address by ordinary post.

#### 17. Third Parties

The contract is intended to confer a benefit on you and Priory Dental. No other person shall be entitled to enforce any term of this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 18. Governing Law and Jurisdiction

Both parties agree that this contract shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

#### **ACCEPTED AND AGREED**

Signature:

Name (IN BLOCK CAPITALS):

Date